



**CONSULTING AND TECHNICAL SERVICES (CATS)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**MARYLAND PENSION ADMINISTRATION
SYSTEM (MPAS)
PROJECT SUPPORT SERVICES
CATS TORFP PROJECT G20P6200115**

STATE RETIREMENT AGENCY

ISSUE DATE: AUGUST 4, 2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP Title:	MPAS Project Support Services
Functional Area:	FA-5 Software Engineering
TORFP Issue Date:	08/04/2006
Closing Date and Time:	9/8/2006 at 4:00 PM
TORFP Issuing Agency:	State Retirement Agency
Send Questions and Proposals to:	Larry Martin lmartin@sra.state.md.us
TO Procurement Officer:	Larry Martin Office Phone Number: 410-625-5536 Office FAX Number: 410-468-1728
TO Manager:	Will Morrow Office Phone Number: 410-625-5520 Office FAX Number: 410-468-1728
TO Project Number:	ADPICS Purchase Order Number (G20P6200115 #)
TO Type:	Time and Materials with a Not-to-Exceed Amount
Period of Performance:	24 Months base plus One (1) Option year
MBE Goal:	25 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	State Retirement Agency 120 East Baltimore Street, Baltimore MD 21202
TO Pre-proposal Conference:	State Retirement Agency 120 East Baltimore Street Baltimore MD 21202 08/18/2006 at 02:30 PM

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TASK ORDER (TO) AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See TORFP Section 2.10 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in TORFP Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by State Retirement Agency's (SRA) e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #G20P6200115. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #G20P6200115 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #G20P6200115 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.5 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace web site at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

This TORFP requires the TORFP Contractor to assist SRA in testing, managing and certifying the Maryland Pension Administration System Step One Project: Modernizing Legacy Technology (MPAS-1 Project) Contract Number 06-10. Offerors shall not have been awarded any MPAS-1 Project contract and/or Task Order, that includes but not limited to proposal development and/or as a subcontractor of an awarded contractor team. Such involvement by an Offeror shall deem the Offeror ineligible to submit a proposal in response to this TORFP, as either a prime or subcontractor. The awarded contractor of this Task Order shall be precluded from submitting any future proposals related to the MPAS-1 Project.

1.7 NON-DISCLOSURE AGREEMENT

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.8 TORFP PERIOD OF PERFORMANCE

The Period of Performance for these services will be for 24 months beginning with the Notice to Proceed. It is estimated that Contract award will be on or about September 22, 2006.

This TORFP provides for an additional one (1) year Option with a Not-to-Exceed (NTE) amount of \$500,000 to provide the services as specified in this TORFP. The TO Contractor shall provide the services as specified in this TO on a time and materials basis using the labor rates proposed in this TORFP Attachment 1, Price Proposal Form.

SRA will issue change order(s) for any services desired against this Option. Any services provided in the Option year shall be billed according to the hourly rates proposed in this TORFP Attachment 1 for CATS contract year three. If the Option services are required, SRA has no estimate of what quantity of services may be required. Change order(s) will describe the service required. The Contractor response to the change order shall include the labor categories required to satisfy the request, the estimated number of hours required of each labor category, the total estimated effort and cost, and the estimated start and finish date for the change order. Upon receipt of the change order proposal, SRA will issue a notice to proceed if the change order proposal is accepted by the SRA.

1.9 Limitation of Liability Ceiling

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Maryland Pension Administration System (MPAS) Step One (MPAS-1) Project, titled “Modernizing Legacy Technology”, is the first step of a multi-step initiative to redesign and redevelop the business processes and supporting information technologies for the Agency pension administration business area. MPAS is being incrementally developed as ten separate project Milestones (download and review a copy of the Request for Proposals for Solicitation Number 06-10 to understand the scope and approach for MPAS and the MPAS-1 Project – www.sra.state.md.us/mpas-1/rfp/index.pdf). The resulting Agreement to this Task Order supports that effort by providing the following services:

- **Quality Assurance** – to validate and test all requirements defined within the MPAS-1 Project that have been documented in the Requirement Documents;
- **Information Technology Security Certification** – to perform a comprehensive assessment of the security controls in MPAS; and
- **Project Management** – to assist the State Retirement Agency (“SRA” or the “Agency”) Project Management Office (PMO) in managing the MPAS-1 Project.

2.1.2 SRA BACKGROUND

The SRA is the administrator of the State Retirement and Pension System (SRPS), an agent multi-employer public employee retirement system established and administered under Divisions II and III of the State Personnel and Pensions Article of the Annotated Code of Maryland. The SRPS provides retirement allowances and other pension benefits to State employees, police, judges, and teachers, as well as employees of participating municipal corporations within the State. The SRPS is a defined benefit plan that includes death, disability, and certain survivorship coverage for individuals.

The SRA implements the objectives set by the Board of Trustees for the SRPS. The Executive Director’s Office is responsible for the executive direction of the System including administrative and investment policy, legislation and legal liaison, and financial affairs. The Administrative Division is responsible for the payment of benefits, administration of employee contributions, and individual and group membership counseling. The Finance Division is responsible for accounting and financial reporting, budget administration, procurement, and human resources. The Investment Division is responsible for the management, control and investment of the System’s Retirement Accumulation and Annuity Savings Funds. The Internal Audit Division ensures Agency compliance with State laws, rules and regulations, as well as ensuring employer compliance with Agency reporting policies. The Information Systems Division (ISD) is responsible for the design and implementation of new automated management information systems and for maintenance and enhancements of existing systems. The Project Management Office (PMO) is responsible for managing major information technology projects for the Agency.

2.1.3 PROJECT BACKGROUND

The SRA has adopted a strategy to develop the MPAS, a new information system with the functions needed to completely and effectively support the SRA retirement administration business area. SRA anticipates that several projects over a number of years will be required to achieve this vision.

The purpose of the MPAS-1 Project is to establish a new pension administration system and technology architecture capable of:

1. Adapting rapidly to complex changes in pension law;
2. Reducing the risks associated with operating and changing the existing Legacy Pension System (LPS); and
3. Supporting future requirements for business process improvement and enhanced customer service.

2.2 TECHNICAL REQUIREMENTS

2.2.1 QUALITY ASSURANCE

2.2.1.1 Performance Objective

The objective of this task is to assist the SRA in placing into production MPAS-1 Project Milestones 1 through 10 by independently testing the functionality as documented in the MPAS-1 Project Requirement Documents.

2.2.1.2 Set of Measurable Benefits/Improvements Outcomes

A measurable outcome is to successfully test all the defined requirements for each MPAS-1 Project Milestone 1 through 10, and the MPAS using the requirements as documented in the MPAS-1 Project Requirement Documents. To be considered successful at quality assurance, the TO Contractor shall continually work with SRA to achieve the functionality of each requirement until all tests have been accepted by the SRA.

2.2.1.3 Technical Requirements

The TO Contractor shall develop a Test and Evaluation Master Plan (TEMP) as required by the State's SDLC methodology. The TEMP shall be the master document for guiding MPAS acceptance testing. Included in this document, the TO Contractor shall develop individual test plans for Milestones 1 through 10 and MPAS. The test plans shall validate all of the requirements as defined in the MPAS-1 Project Requirement Documents and document the results. The TO Contractor shall test each Milestone and MPAS utilizing the SRA accepted TEMP, documenting the results within the test plan. The TO Contractor shall also track to completion all deficiencies found during all tests.

An SRA representative may, at SRA's option, witness any test being performed by the TO Contractor. The TO Contractor shall develop a test schedule for each Milestone and the MPAS.

SRA plans to place accepted Milestones into the production environment and operate their functions in parallel with the LPS. Doing so allows SRA to reconcile and validate system outputs between the LPS and the new architecture, remedy MPAS defects, and gain confidence in MPAS, prior to the implementation deadlines.

2.2.1.4 Personnel Skills Categories Required

The TO Contractor is to select the appropriate labor category as deemed necessary to satisfy the Quality Assurance requirements of this TORFP from the list below. The proposed personnel assigned to this task shall meet the requirements as set forth in the CATS Master Contract Section 2.12 for the labor categories selected.

- Labor category 24 Quality Assurance Manager
- Labor category 25 Senior Quality Assurance Consultant
- Labor category 26 Quality Assurance Specialist
- Labor category 27 Test Specialist

Substitutions to the assigned personnel shall follow the CATS Master Contract Section 2.11 "Personnel Qualifications".

2.2.2 PROJECT MANAGEMENT

2.2.2.1 Performance Objective

The TO Contractor shall provide one project manager, the TO Contractor Project Manager, to assist the SRA PMO in providing project tracking, oversight and closing on one or more MPAS-1 Project Milestone(s). The number of Milestones to be managed by the TO Contractor will be determined by the SRA TO Manager after TO award.

2.2.2.2 Set of Measurable Benefits/Improvements Outcomes

A measurable outcome is to provide the SRA with accurate and timely project status, and meet deliverable deadlines for the Milestone(s) assigned.

2.2.2.3 Technical Requirements

The TO Contractor Project Manager shall assist the TO Manager in using industry standard Project Management techniques and tools to monitor, control and close the MPAS-1 Project.

The TO Contractor Project Manager shall attend and participate in weekly Project Steering Team and Integrated Project Team meetings. The TO Contractor Project Manager shall be available to attend monthly status meetings of the Board of Trustees for the SRPS and/or its Committees.

2.2.2.4 Personnel Skills Category Required

The proposed personnel assigned to this task shall meet the requirements as set forth in the CATS Master Contract Section 2.12 for the labor category 2, Project Manager.

2.2.3 IT SECURITY CERTIFICATION (ITSC)

2.2.3.1 Performance Objective

The TO Contractor will perform MPAS security certifications to provide SRA authorizing officials the information needed to render a security accreditation decision.

2.2.3.2 Set of Measurable Benefits/Improvements Outcomes

This TO will reduce the security risks associated with operating MPAS by:

- Performing independent, consistent, comparable, and repeatable assessments of the MPAS security controls,
- Promoting a better understanding of the SRA mission risks associated with operating MPAS, and
- Creating more complete, reliable, and trustworthy information for the IT security accreditation of MPAS.

2.2.3.3 Technical Requirements

2.2.3.3.1 The TO Contractor shall perform security certifications for each of the MPAS-1 Project Milestones 1 through 10 by performing the following tasks in the Initiation and Security Certification Phases, as set forth in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-37, *Guide for the Security Certification and Accreditation of Federal Information System*:

- ◆ Task 2: Notification and Resource Identification
 - Subtask 2.2: Planning and Resources: Determine the level of effort and resources required for the security certification of MPAS and prepare a plan of execution
- ◆ Task 3: System Security Plan Analysis, Update, and Acceptance
 - Subtask 3.1: Review the FIPS 199 security categorization described in the MPAS-1 System Security Plan
 - Subtask 3.2: Analyze the MPAS-1 System Security Plan

- ◆ Task 4: Security Control Assessment
 - Subtask 4.1: Assemble any documentation and supporting materials necessary for the assessment of the MPAS security controls and review the findings, results, and evidence.
 - Subtask 4.2: Select appropriate methods and procedures to assess the MPAS security controls.
 - Subtask 4.3: Assess the MPAS security controls.
 - Subtask 4.4: Prepare the final security assessment report.
- ◆ Task 5: Security Certification Documentation
 - Subtask 5.1: Provide the information system owner with the security assessment report

2.2.3.3.2 The TO Contractor shall perform the security certifications in compliance with the State of Maryland, Department of Budget and Management, *IT Security Certification and Accreditation (ITSCA) Guidelines*, Version 2.1, March 4, 2005.

2.2.3.3.3 The TO Contractor shall perform the security certifications according to the NIST SP 800-37 guidelines except for the following exceptions set forth in Section 8 of the State of Maryland *ITSCA Guidelines: Exceptions 2,3, and 4*.

2.2.3.3.4 The TO Contractor shall perform the role of the Certification Agent as set forth in NIST SP 800-37.

2.2.3.3.5 The TO Contractor shall assess MPAS security controls according to NIST SP 800-53A, *Guide for Assessing the Security Controls in Federal Information Systems*

2.2.3.4 Personnel Skills Categories Required

The TO Contractor and the proposed personnel assigned to this TO shall meet the requirements as set forth in the CATS Master Contract Section 2.12 for the following labor categories listed below. The TO Contractor is to select the appropriate labor categories as deemed necessary to meet the requirements of this TO.

- Labor Category 48: Senior Computer Security Systems Specialist
- Labor Category 49: Computer Security Systems Specialist
- Labor Category 50: Data Security Specialist
- Labor Category 51: System Security Specialist
- Labor Category 52: INFOSEC Engineer
- Labor Category 53: System Security Research Analyst
- Labor Category 69: Senior IT Auditor
- Labor Category 86: Network Security Engineer

This TO shall follow the CATS Master Contract Section 2.11 “Personnel Qualifications”..

2.3 PROJECT APPROACH

2.3.1 ITSC APPROACH

SRA has already started the process to develop a System Security Plan according to the guidelines set forth in NIST SP 800-18 (Revision 1), *Guide for Developing Security Plans for Federal Information Systems*. As part of that security planning process, SRA has adopted the recommended baseline security controls for MPAS, as set forth in the National Institute of Standards and Technology (NIST), Special Publication 800-53, for an information system with the NIST Federal Information Protection Standard (FIPS) 199 security categories of (confidentiality = high, integrity = high, availability = moderate). In addition, MPAS will also contain the recommended baseline security control for the high security category for the Physical and Environmental Protections family of security controls.

The MPAS security controls will also include any additional controls required by the State of Maryland, Department of Budget and Management, Information Technology Security Policy and Standards, Version 1.3, December 2005.

MPAS is being incrementally developed as ten separate project Milestones (download and review a copy of the Request for Proposals for Solicitation Number 06-10 to understand the scope and approach for MPAS and the MPAS-1 Project – www.sra.state.md.us/mpas-1/rfp/index.pdf). Each MPAS-1 Project Milestone requires an ITSC and accreditation prior to being implemented into production. The sequence of Milestones being completed follows a waterfall-like schedule. SRA will implement the accepted Milestones into production in three groups, as described in Table 1 below. The TO Contractor shall perform IT security certifications for each implementation group in Table 1. Where possible the TO Contractor shall perform the MPAS IT security certifications in parallel with MPAS development and testing activities so that the time required for completing the certification is minimized. SRA will plan the acceptance testing process to include as many of the security control tests as possible.

Table 1 – MPAS-1 Project Milestones and Implementation Groups

<i>Milestone Number</i>	<i>Milestone Name</i>	<i>Planned Milestone Start Date</i>	<i>Planned Milestone Acceptance Test Completion Date</i>	<i>Implementation Group</i>
1	Architecture	7/21/2006	9/22/2006	1
2	Database	7/21/2006	1/3/2007	1
3	Employer	10/12/2006	2/7/2007	1
4	Member	11/16/2006	7/11/2007	1
5	Refund	1/18/2007	8/22/2007	1
6	Retiree	3/16/2007	1/16/2008	1
7	Retirement Payment	5/11/2007	1/16/2008	1
8	Calendar Year End	9/5/2007	5/14/2008	2
9	Fiscal Year End	7/10/2007	2/29/2008	2
10	Other	11/1/2007	6/11/2008	3

2.4 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office, Microsoft Project and/or Visio.

Drafts of all final deliverables are required no later than two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8) unless otherwise specified in this TORFP. The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9) unless otherwise specified in this TORFP. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.8 Invoicing).

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.4.1 QUALITY ASSURANCE

2.4.1.1 Draft Test and Evaluation Master Plan (TEMP) and Schedule – The TO Contractor shall develop a Test and Evaluation Master Plan and Schedule as specified in TORFP Section 2.2.1.3 using either the State template (see TORFP Exhibit 1) or TO Contractor proposed format.

Deliverable(s) = TEMP (Microsoft Word), Schedule (Microsoft Project), Presentation of TEMP to MPAS-1 Project Integrated Project Team (IPT) (On-site presentation in Microsoft Power Point).

2.4.1.2 Individual Test Plans - The TO Contractor shall develop individual test plans for Milestones 1 through 10 and MPAS as specified in TORFP Section 2.2.1.3.

Deliverable(s) = Individual Test Plans (Microsoft Word), Presentation of Individual Test Plans to MPAS-1 Project IPT.

2.4.1.3 Test Status Report(s) - The TO Contractor shall develop a Test Status Report for each Milestone and MPAS. This Test Status Report shall be presented to the TO Manager. The Test Status Report shall contain the following:

- Total number of requirements tested and those not tested,
- Total number of discrepancies open and closed,
- Number of discrepancies found since the last reporting period, and
- Number of requirements tested meeting the documented requirements.

Deliverable(s) = Test Status Report (Microsoft Word). The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.4.4.1 for this deliverable and shall state

the total number of status reports submitted. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the SRA.

- 2.4.1.4 **Final TEMP with Test Results for each Milestone 1 through 10 and MPAS.** The TO Contractor shall provide the SRA approved test plans with results for SRA acceptance.
Deliverable(s) = TEMP with test results for each Milestone and MPAS (Microsoft Word), Presentation of Test Results to MPAS-1 Project Integrated Project Team (IPT).

2.4.2 PROJECT MANAGEMENT

- 2.4.2.1 **Project Management Services** – The TO Contractor shall provide Project Management services in assisting the TO Manager with the MPAS-1 Project as specified in TORFP Section 2.2.2.
Deliverable(s) = Project Management Services. The Agency Receipt of Deliverable Form Attachment 8, shall be submitted at the end of the Period of Performance for this deliverable. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the SRA.
- 2.4.2.2 **Project Management Status Reports** - The TO Contractor Project Manager shall produce a status report for each Milestone they are assigned to manage in a Microsoft Office format that contains:
1. Milestone number assigned
 2. Identify action items with corrective action to be taken
 3. Identify project and Milestone risks and provide risk mitigation
 4. Planned activities for the next reporting period by Milestone
 5. Explanation and plan to handle any schedule variances by Milestone
 6. Gantt chart, updated from original to show actual progress; as applicable, explanations for variances and a plan for completion on schedule by Milestone.

Deliverable(s) = Project Management status reports. The Agency Receipt of Deliverable Form Attachment 8, shall be submitted as specified in TORFP Section 2.4.4.2 for this deliverable and shall state the total number of status reports submitted. Only one (1) Agency Acceptance of Deliverable Form Attachment 9 will be signed by the SRA.

2.4.3 ITSC TASKS AND DELIVERABLES

The following tasks are to be performed once at TO award (see TORFP Section 2.4.4.3 for schedule):

- 2.4.3.1 **Plan MPAS ITSC** (NIST SP 800-37 Subtask 2.2) – The TO Contractor shall develop a plan of execution for the MPAS ITSC according to the guidance of NIST SP 800-37.
Deliverable(s) = MPAS ITSC Plan of Execution (Microsoft Word), MPAS ITSC Project Schedule (Microsoft Project), Presentation of MPAS ITSC Plan to MPAS-1 Project IPT (On-site presentation and Microsoft PowerPoint slides).
- 2.4.3.2 **Review the MPAS Security Categorization** (NIST SP 800-37 Subtask 3.1) – The TO Contractor shall review the FIPS 199 security categorization described in the MPAS System Security Plan according to the guidance of NIST SP 800-37.
Deliverable(s) = Assessment of the MPAS Security Categorization (Microsoft Word)
- 2.4.3.3 **Analyze the MPAS System Security Plan** (NIST SP 800-37 Subtask 3.2) – The TO Contractor shall analyze the MPAS System Security Plan according to the guidance of NIST SP 800-37.
Deliverable(s) = Recommended Changes to the MPAS System Security Plan and Requirements (Microsoft Word), Presentation of Recommended Changes to the MPAS System Security Plan and Requirements to MPAS-1 Project IPT (On-site presentation and Microsoft PowerPoint slides)

- 2.4.3.4 **Review the Materials Needed for the MPAS Security Control Assessment** (NIST SP 800-37 Subtask 4.1) – The TO Contractor shall assemble and review any documentation and supporting materials necessary for the assessment of the MPAS security controls according to the guidance of NIST SP 800-37.

Deliverable(s) = List of Materials Proposed for Use in the Assessment of the MPAS Security Controls (Microsoft Word)

- 2.4.3.5 **Select MPAS Security Control Assessment Methods** (NIST SP 800-37 Subtask 4.2) – The TO Contractor shall select, or develop as needed, appropriate methods and procedures to assess the MPAS security controls according to the guidance of NIST SP 800-37.

Deliverable(s) = Description of the Proposed MPAS Security Control Assessment Methods (Microsoft Word), Presentation of Proposed MPAS Security Control Assessment Methods to MPAS-1 Project IPT (On-site presentation and Microsoft PowerPoint slides)

The following tasks are to be performed for each Milestone (or group of Milestones) certified:

- 2.4.3.6 **Assess the MPAS Security Controls** (NIST SP 800-37 Subtask 4.3) – The TO Contractor shall assess the MPAS security controls according to the guidance of NIST SP 800-37.

Deliverable(s) = None

- 2.4.3.7 **Prepare the Final MPAS Security Assessment Report** (NIST SP 800-37 Subtask 4.4) – The TO Contractor shall prepare the final MPAS security assessment report according to the guidance of NIST SP 800-37.

Deliverable(s) = Final MPAS Security Assessment Report (Microsoft Word), Presentation of Final MPAS Security Assessment Report to MPAS-1 Project Steering Team (PST) (On-site presentation and Microsoft PowerPoint slides)

- 2.4.3.8 **Provide the MPAS Security Assessment Report to the MPAS Owner** (NIST SP 800-37 Subtask 5.1) – The TO Contractor shall provide the MPAS Security Assessment Report to the MPAS Owner, assess any changes made to the MPAS security controls in response to corrective actions by the MPAS Owner, and update the MPAS Security Assessment Report (as needed), according to the guidance of NIST SP 800-37.

Deliverable(s) = Revised MPAS Security Assessment Report (Microsoft Word)

2.4.4 DELIVERABLE SCHEDULE

The TO Contractor shall deliver the TO deliverables defined in TORFP Section 2.4 according to the following deadlines (based on the TO Notice to Proceed (NTP)):

2.4.4.1 Quality Assurance

ID	Deliverables for 2.2.1 Quality Assurance	Expected Completion
2.4.1.1	Draft Test and Evaluation Master Plan and Schedule	NTP + 25 Business Days
2.4.1.2	Individual Test Plans	Ten (10) business days prior to start of Milestones/MPAS testing
2.4.1.3	Test Status Report(s)	Weekly upon start of testing

2.4.1.4	Final TEMP with test results for each Milestones 1 through 10 and MPAS	Five (5) business days after SRA acceptance of all Milestones 1 through 10 and MPAS
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2.4.4.2 Project Management

ID	Deliverables for 2.2.2 Project Management	Expected Completion:
2.4.2.1	Project Management Services	NTP + 24 months
2.4.2.2	Project Management Status Reports	Every two (2) weeks beginning at NTP

2.4.4.3 IT Security Certification

ID	Deliverables for 2.2.3 IT Security Certification	Expected Completion
2.4.3.1	Plan MPAS ITSC	NTP + 10 Business Days
2.4.3.2	Review the MPAS Security Categorization	NTP + 30 Business Days
2.4.3.3	Analyze the MPAS System Security Plan	NTP + 30 Business Days
2.4.3.4	Review the Materials Needed for the MPAS Security Control Assessment	NTP + 30 Business Days
2.4.3.5	Select MPAS Security Control Assessment Methods	NTP + 30 Business Days
2.4.3.6	Assess the MPAS Security Controls	For each Implementation Group, Completion of Group User Acceptance Testing + 15 Business Days (See Table 1)
2.4.3.7	Prepare the Final MPAS Security Assessment Report	For each Implementation Group, Completion of Group User Acceptance Testing + 15 Business Days (See Table 1)
2.4.3.8	Provide the MPAS Security Assessment Report to the MPAS Owner	For each Implementation Group, Receipt Date of Notice of Corrective Actions Taken + 5 Business Days

2.4.5 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO

Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

2.5 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor must demonstrate a level of expertise for each of the following tasks:

2.5.1 QUALITY ASSURANCE

The TO Contractor staff shall document the expertise in the following areas:

- Test Plan development,
- Scheduling,
- Requirements testing,
- Discrepancy tracking,
- Working knowledge of automated testing tools (i.e. CASE tools),
- Configuration Management,
- Knowledge of Mainframe/PC based systems,

2.5.2 PROJECT MANAGEMENT

The TO Contractor shall document the proposed Project Manager's expertise in the following areas:

- Project Management Plan development,
- Scheduling,
- Project monitoring and control,
- Project tracking and oversight,
- Risk assessment and mitigation,
- Good verbal and written communication skills, and
- Knowledge of IT system development and methodologies.

2.5.3 IT SECURITY CERTIFICATION

The TO Contractor staff shall demonstrate expertise in the following areas:

- Knowledge and experience with NIST Special Publications and FIPS referenced in TORFP Section 2.2.3.3,
- Planning and managing large, complex, IT security certifications using NIST guidelines,
- Knowledge of information security best practices,
- Security threat, vulnerability, and risk identification, analysis, and management, and
- Security control design, development, and assessment.

2.6 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

2.6.1 QUALITY ASSURANCE

The TO Contractor for this task shall meet the requirements as set forth in the CATS Master Contract Section 2.12 for the labor categories selected in TORFP Section 2.2.1.4 with expertise as stated in TORFP Section 2.5.1.

2.6.2 PROJECT MANAGEMENT

The TO Contractor for this task shall meet the requirements as set forth in the CATS Master Contract Section 2.12 for the labor categories selected in TORFP Section 2.2.2.4 with expertise as stated in TORFP Section 2.5.2.

2.6.3 IT SECURITY CERTIFICATION

The TO Contractor for this task shall meet the requirements as set forth in the CATS Master Contract Section 2.12 for the labor categories selected in TORFP Section 2.2.3.4 with expertise as stated in TORFP Section 2.5.3.

2.7 RETAINAGE

Ten percent (10%) of each invoice shall be held by the SRA as retainage. The TO Contractor shall invoice for the total retainage no later than sixty calendar days (60) after acceptance of all deliverables.

If the TO Contractor fails to meet the requirements as defined in the Task Order Agreement, the TO Contractor shall rectify the performance problem or complete the specification to SRA's satisfaction within thirty (30) days or as directed by the SRA TO Manager, at no cost to the SRA, as described in the Task Order Agreement. If the SRA is not satisfied within this timeframe, the TO Contractor forfeits the retainage, unless otherwise determined by the SRA

The TO Contractor shall include with the final invoice the amount of retainage withheld. The TO Contractor shall track any cumulative retainage amount until released by the SRA and display this amount on the invoices.

2.8 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval.

2.8.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

2.8.1.1 Invoice Submission

All invoices shall be submitted as set forth in TORFP Section 2.8.1.5 no later than 15 calendar days after the previous month and include the following information:

- Name and address of the State agency being billed,
- Vendor name and TO Contractor point of contact,
- Remittance address including telephone number,
- Federal taxpayer identification or (if owned by an individual) his/her social security number,
- Associated TO Agreement number,
- Deliverable Description,

- Invoice Period,
- Invoice Date,
- Invoice Number,
- Amount Due,
- Retainage (if applicable),
- Purchase Order Number(s) being billed, and
- Hours worked and remaining, by labor category and by person.

Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the TO Contractor provides the required information.

The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, as specified for each deliverable listed in TORFP Section 2.4) submitted for payment to the State Retirement Agency at the following address:

Larry Martin
120 East Baltimore Street
Baltimore, MD 21202

Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.8.1.2 Invoice Taxes

The TO Contractor shall submit the invoices for this TO, to the SRA TO Manager. The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor(s), however, is not exempt from such sales and use taxes and may be liable for the same.

2.8.1.3 Material Invoicing

Any material invoices, as previously noted, shall only be approved for cost. No additional fees or markups shall be allowed. All material invoices if any, shall be signed and dated by the TO Contractor and the original supplier’s invoice shall be submitted and attached along with the applicable monthly invoice.

2.8.1.4 Additional Invoicing Requirements

The TO Contractor shall provide the TO Manager with all invoices and supporting documentation. The TO Contractor shall provide to the TO Manager, documentation for the time invoiced for employees, or subcontractors. The documentation shall be either certified employee time sheets or electronic time keeping records certified by the TO Contractor’s Contract Manager to be the actual time worked by the employees, or its subcontractors on this TO Agreement.

2.8.1.5 Special Invoicing Requirements

All invoices shall be submitted on a monthly basis. Retainage will be withheld as set forth in TORFP Section 2.7. The final invoice shall contain all effort not previously invoiced and withheld retainage. SRA will review the final invoice submission for completeness and payment.

2.9 REPORTING

2.9.1 MBE

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the Master Contract. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the State Retirement Agency, at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to the State Retirement Agency. The State Retirement Agency will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. TO Contractors shall email completed forms to the State Retirement Agency at lmartin@sra.state.md.us.

2.10 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, or schedule delay the TO Contractor and TO Manager shall negotiate a mutually acceptable price and schedule modification based on the TO Contractor's proposed rates in the Master Contract and scope of work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Attachment 12 - Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

B) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
 - A) Name of organization.
 - B) Name, title, and telephone number of point-of-contact for the reference.
 - C) Type, and duration of contract(s) supporting the reference.
 - D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - E) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
 - F) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) The State contracting entity,
 - b) A brief description of the services/goods provided,
 - c) The dollar value of the contract,
 - d) The term of the contract,
 - e) Whether the contract was terminated prior to the specified original contract termination date,
 - f) Whether any available renewal option was not exercised,
 - g) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

C) Proposed Services – Work Plan

- 2) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in TORFP Section 2.
- 3) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 4) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 5) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 6) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 7) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

D) Deliverable Samples

- 1) Provide a sample of the Final Security Assessment Report required by TORFP Section 2.4.3.7.

E) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

F) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

G) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.

H) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Master Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Attachment 1 - Completed Financial Proposal.

- 1) The Offeror shall propose the total hours of resources and number of resources, per labor category, per CATS master contract year, needed to accomplish the task as described in the TORFP. The hourly rate for each selected labor category is to be entered into column A of TORFP Attachment 1, Price Proposal Form for each CATS contract year. The total hours for each selected labor

category are to be entered into Column B of TORFP Attachment 1 for each CATS contract year. The number of resources for each selected labor category are to be entered into Column C of TORFP Attachment 1 for each CATS contract year.

- 2) The Total Evaluated Price is the summation of Total Quality Assurance, Project Management, Total ITSC for each CATS contract year and the One Year Option.

3.3 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with TORFP Section 3.

3.4 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

1. Experience and capabilities for the proposed personnel meeting the requirements set forth in TORFP Section 2.2 for each labor category selected.
2. Experience and Capability of the Offeror for the specified work as set forth in TORFP Section 2.2.
3. Proposed Services – Work Plan as set forth in TORFP Section 2.2.
4. Sample work products as set forth in TORFP Section 2.2.

3.5 SELECTION PROCEDURES

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, the technical response has greater weight than price.

3.6 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer (see TORFP Attachment 7 - Notice to Proceed).

EXHIBIT 1 - TEST AND EVALUATION MASTER PLAN

Overview

The Test Plan identifies the tasks and activities needed to be performed so that all aspects of the system are adequately tested and that the system can be successfully implemented. The Test Plan documents the scope, content, methodology, sequence, management of, and responsibilities for test activities. The Test Plan describes the test activities of the subsystem Integration Test, the System Test, the User Acceptance Test, and the Security Test in progressively higher levels of detail as the system is developed.

The Test Plan provides guidance for the management of test activities, including organization, relationships, and responsibilities. The test case procedures may be included in the Test Plan or in a separate document, depending on system size. The users assist in developing the Test Plan, which describes the nature and extent of tests deemed necessary. This provides a basis for verification of test results and validation of the system. The validation process ensures that the system conforms to the functional requirements in the Functional Requirements Document (FRD) and that other applications or subsystems are not adversely affected. A test analysis report is developed at each level of testing to record the results of testing and certify readiness for system implementation (see the Integration and Test Phase).

Problems, deficiencies, modifications, and refinements identified during testing or implementation should be tracked under configuration control and tested using the same test procedures as those described in the Test Plan. Specific tests may need to be added to the plan at that time, and other documentation may need updating upon implementation. Notification of implemented changes to the initiator of the change request/problem report and to the users of the system is also handled as part of the configuration control process.

1 PURPOSE

In this section, present a clear, concise statement of the purpose for the project Test Plan and identify the application system being tested by name. Include a summary of the functions of the system and the tests to be performed.

2 BACKGROUND

This section should provide a brief description of the history and other background leading up to the system development process. Identify the user organization and the location where the testing will be performed. Describe any prior testing, and note results that may affect this testing.

3 SCOPE

This section describes the projected boundaries of the planned tests. Include a summary of any constraints imposed on the testing, whether they are because of a lack of specialized test equipment, or constraints on time or resources. Describe constraints in greater detail in Section 5.1, Limitations.

4 GLOSSARY

This section provides a list of all terms and abbreviations used in this document. If the list is several pages in length, it may be placed as an appendix.

5 LIMITATIONS AND TRACEABILITY

This section elaborates on the limitations summarized in Section 3, Scope, and cross-references the functional requirements and detailed specifications to the tests that demonstrate or partially demonstrate that capability.

5.1 Limitations

This section describes limitations imposed on the testing, whether they are because of a lack of specialized test equipment, or constraints on time or resources. Indicate what steps, if any, are being taken to reduce program risk because of the test limitations(s).

5.2 Traceability (Functional Requirements Traceability Matrix)

This section expands the traceability matrix created in the FRD by including test activities that address user requirements. The matrix begins with the user requirements and assists in tracing how the requirements are addressed in subsequent phases and documents, including the System Design Document and Test Plan, the matrix may be broken up into segments, if appropriate. For example, a separate matrix of test plan sections that reference particular sections in the system design document in the Design phase may be provided. The intent is to show that the test plan covers all functionality, performance, and other requirements associated with each design element (unit, module, subsystem, and system) in the system design document.

When a test supports a particular requirement, the relationship should be noted at their intersection in the matrix. The listed requirements may be explicitly stated or may be derived or implicit. All explicit requirements must be included. The granularity of the list should be detailed enough that each requirement is simple and testable.

6 TEST PLANS

This section describes the levels of tests that take place during development: integration, system security, and user acceptance tests, and the planning that is needed. The test environment is described in terms of milestones, schedules, and resources needed to support testing.

6.1 Test Levels

This section should include a list of the types of software testing to be performed. List all applicable levels and enter “Not applicable” if a particular level of testing does not apply to the project.

6.1.1 Subsystem Integration Test

This section discusses the tests that examine the subsystems make up of integrated groupings of software units and modules. This is the first level of testing where problem reports are generated; these reports are classified by severity, and their resolution is monitored and reported. Subsystem integration test results (including the test data sets and outputs produced from the tests) may be delivered as part of the final Test Plan, with the integration test analysis report or as an appendix.

6.1.2 System Test

This section describes the type of testing that determines system compliance with standards and satisfaction of functional and technical requirements when executed on target hardware using simulated operational data files and prepared test data. System documents and training manuals are examined for accuracy, validity, completeness, and usability. During this testing period, software performance, response time, and ability to operate under stressed conditions are tested. External system interfaces are also tested. All findings are recorded in a system test analysis report.

6.1.3 User Acceptance Test

This section describes the tests performed in a non-production environment that mirrors the environment in which the system will be fielded. Every system feature may be tested for correctness and satisfaction of functional requirements. System interoperability, all documentation, system reliability, and the level to which the system meets user requirements is evaluated. Performance tests may be executed to ensure that screen response time, program run time, operator intervention requirements, and reconciliation issues are addressed.

6.1.4 Security Test

This section describes the tests performed to determine if the system meets all of the security requirements listed in the FRD. Include internal controls or application security features mentioned in the context of security testing. Security testing is performed in the operational (production) environment under the guidance of the security staff.

6.2 Test Environment and Schedules

This section provides a brief description of the inputs, outputs, and functions of the software being tested.

6.2.1 Software Description

This section lists the software being tested. Provide a description of the purpose of the software being tested, and any interfaces to subsystems or other components of the system.

6.2.2 Milestones

This section lists the milestone events and dates for the testing.

6.2.3 Organizations and Locations

This section provides information on the participating organizations and the location where the software will be tested.

6.2.4 Schedule

This section shows the detailed schedule of dates and events for the testing by location. Events should include familiarization, training, test data set generation, and collections, as well as the volume and frequency of the input for testing.

6.2.5 Resource Requirements

This section and associated statements define the resource requirements for the testing.

6.2.5.1 Equipment

This section shows the expected period of use, types, and quantities of equipment needed.

6.2.5.2 Software

This section lists other software needed to support testing that is not part of the software being tested. This should include debugging software and programming aids as well as many current programs to be run in parallel with the new software to ensure accuracy; any drivers or system software to be used in conjunction with the new software to ensure compatibility and integration; and any software required to operate the equipment and record test results.

6.2.5.3 Personnel

This section lists the number of, skill types of, and schedules for personnel - from both the user, database, Quality Assurance, security, and development groups - who will be involved in the test. Include any special requirements, such as multiple-shift operation or key personnel.

6.2.6 Testing Material

This section describes the documents needed to perform the tests. It could include software, resources, data and other information.

6.2.7 Test Training

This section describes or references the plan for providing training in the use of the software being tested. Specify the types of training, personnel to be trained, and the training staff.

6.2.8 Test Methods and Evaluation

This section documents the test methodologies, conditions, test progression or sequencing, data recording, constraints, criteria, and data reduction.

6.2.8.1 Methodology

This section describes the general methodology or testing strategy for each type of testing described in this Test Plan.

6.2.8.2 Conditions

This section specifies the type of input to be used, such as real-time entered test data or canned data for batch runs. It describes the volume and frequency of the input, such as the number of transactions per second tested, etc. Sufficient volumes of test transactions should be used to simulate live stress testing and to incorporate a wide range of valid and invalid conditions. Data values used should simulate live data and also test limited conditions.

6.2.8.3 Test Progression

This section describes the manner in which progression is made from one test to another, so the entire cycle is completed.

6.2.8.4 Data Recording

This section describes the method used for recording test results and other information about the testing.

6.2.8.5 Constraints

This section indicates anticipated limitations on the test because of test conditions, such as interfaces, equipment, personnel, and databases.

6.2.8.6 Criteria

This section describes the rules to be used to evaluate test results, such as range of data values used, combinations of input types used, or maximum number or allowable interrupts or halts.

6.2.8.7 Data Reduction

This section describes the techniques that will be used for manipulating the test data into a form suitable for evaluation such as manual or automated methods to allow comparison of the results that should be produced to those that are produced.

7 TEST DESCRIPTION

This section describes each test to be performed. Test at each level should include verification of access control and system standards, data security, functionality, and error processing. As various levels for testing (subsystem integration, system, user acceptance testing, and security) are completed and the test results are documented, revisions or increments for the Test Plan can be delivered. The subsections of this section should be repealed for each test within the project. If there are many tests, place them in an appendix.

7.1 Test Name

This section identifies the test to be performed for the named module, subsystem, or system and addresses the criteria discussed in the subsequent sections for each test.

7.1.1 Test Description

Describes the test to be performed. Tests at each level of testing should include those designed to verify data security, access control, and system standards; system/subsystem/unit functionality; and error processing as required.

7.1.2 Control

Describe the test control - such as manual, semiautomatic, or automatic insertion of inputs; sequencing of operations; and recording of results.

7.1.3 Inputs

Describe the data input commands used during the test. Provide examples of input data. At the discretion of the Project Manager, input data listings may also be requested in computer readable form for possible future use in regression testing.

7.1.4 Outputs

Describe the output data expected as a result of the test and any intermediate messages or display screens that may be produced.

7.1.5 Procedures

Specify the step-by-step procedures to accomplish the test. Include test setup, initialization steps, and termination. Also include effectiveness criteria or pass criteria for each test procedure.

ATTACHMENT 1 – PRICE PROPOSAL (TIME AND MATERIALS)

FOR CATS TORFP # G20P6200115

A	x	B	x	C	=	D
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CATS CONTRACT YEAR ONE				
Labor Categories	A	B	C	D
	Hourly Labor Rate	Total Hours per Resource	Number of Proposed Resources	Total Proposed CATS TORFP Price
Quality Assurance				
Quality Assurance Manager	\$			\$
Senior Quality Assurance Consultant	\$			\$
Quality Assurance Specialist	\$			\$
Test Specialist	\$			\$
	Total Quality Assurance, Year One			\$
Project Management				
Project Manager	\$		1	\$
IT Security Certification (ITSC)				
Senior Computer Security Systems Specialist	\$			\$
Computer Security Systems Specialist	\$			\$
Data Security Specialist	\$			\$
System Security Specialist	\$			\$
INFOSEC Engineer	\$			\$
System Security research Analyst	\$			\$
Senior IT Auditor	\$			\$
Network Security Engineer	\$			\$
	Total ITSC, Year One			\$
TOTAL CATS CONTRACT YEAR ONE				\$

CATS CONTRACT YEAR TWO				
Labor Categories	A	B	C	D
	Hourly Labor Rate	Total Hours per Resource	Number of Proposed Resources	Total Proposed CATS TORFP Price
Quality Assurance				
Quality Assurance Manager	\$			\$
Senior Quality Assurance Consultant	\$			\$
Quality Assurance Specialist	\$			\$
Test Specialist	\$			\$
	Total Quality Assurance, Year Two			\$

Project Management				
Project Manager	\$		1	\$
IT Security Certification (ITSC)				
Senior Computer Security Systems Specialist	\$			\$
Computer Security Systems Specialist	\$			\$
Data Security Specialist	\$			\$
System Security Specialist	\$			\$
INFOSEC Engineer	\$			\$
System Security research Analyst	\$			\$
Senior IT Auditor	\$			\$
Network Security Engineer	\$			\$
	Total ITSC, Year Two			\$
TOTAL CATS CONTRACT YEAR TWO				\$

CATS CONTRACT YEAR THREE				
Labor Categories	A	B	C	D
	Hourly Labor Rate	Total Hours per Resource	Number of Proposed Resources	Total Proposed CATS TORFP Price
Quality Assurance				
Quality Assurance Manager	\$			\$
Senior Quality Assurance Consultant	\$			\$
Quality Assurance Specialist	\$			\$
Test Specialist	\$			\$
	Total Quality Assurance, Year Three			\$
Project Management				
Project Manager	\$		1	\$
IT Security Certification (ITSC)				
Senior Computer Security Systems Specialist	\$			\$
Computer Security Systems Specialist	\$			\$
Data Security Specialist	\$			\$
System Security Specialist	\$			\$
INFOSEC Engineer	\$			\$
System Security research Analyst	\$			\$
Senior IT Auditor	\$			\$
Network Security Engineer	\$			\$
	Total ITSC, Year Three			\$
TOTAL CATS CONTRACT YEAR THREE				\$

ONE (1) YEAR OPTION		\$500,000
Total TORFP Price		\$

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate proposed for each year cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

Authorized Individual Name

Company Name

Title

Company Tax ID #

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS

CATS TORFP # G20P6200115

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. G20P6200115, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [] percent and, if specified in the TORFP, sub-goals of [] percent for MBEs classified as African American-owned and [] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number G20P6200115	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # G20P6200115, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

☐ This project does not involve bonding requirements.

5. ☐ Offeror did/did not attend the pre-proposal conference

☐ No pre-proposal conference was held.

_____	By: _____
Offeror Name	Name
_____	_____
Address	Title

	Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)

conjunction with TORFP No. G20P6200115, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP #G20P6200115 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above: 1. 2. 3. Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

Will Morrow, IT Project Director State Retirement Agency 120 East Baltimore Street, Room 1401 Baltimore, MD 21202 wmorrow@sra.state.md.us	Larry Martin, Deputy IT Project Director State Retirement Agency 120 East Baltimore Street, Room 1401 Baltimore, MD 21202 lmartin@sra.state.md.us
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): ____/____ Report Due By the 15th of the following Month.	CATS TORFP #G20P6200115 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name: _____	
MDOT Certification #: _____	
Contact Person: _____	
Address: _____	
City: _____	State: _____ ZIP: _____
Phone: _____	FAX: _____
Subcontractor Services Provided: _____	
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____
Prime TO Contractor: _____ Contact Person: _____	

Return one copy of this form to the following address:

Will Morrow, IT Project Director State Retirement Agency 120 East Baltimore Street, Room 1401 Baltimore, MD 21202 wmorrow@sra.state.md.us	Larry Martin, Deputy IT Project Director State Retirement Agency 120 East Baltimore Street, Room 1401 Baltimore, MD 21202 lmartin@sra.state.md.us
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# G20P6200115 Number OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, State Retirement Agency.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the State Retirement Agency, as identified in the CATS TORFP # G20P6200115.
 - b. “CATS TORFP” means the Task Order Request for Proposals # G20P6200115, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
 - d. “TO Procurement Officer” means Larry Martin. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between State Retirement Agency and TO Contractor.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Will Morrow of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **insert time for performance**, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$**total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, State Retirement Agency

By: Larry Martin, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from Section 2.12 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature	Date

Proposed Individual:

Signature	Date

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #G20P6200115

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Will Morrow of the State Retirement Agency will serve as your contact person on this Task Order. Will Morrow can be reached at 410-625-5520 and wmorrow@sra.state.md.us.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

Larry Martin

Task Order Procurement Officer

Enclosures (2)

cc: Will Morrow

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: MPAS Project Support Services

TO Agreement Number: #G20P6200115

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Will Morrow

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.3.1 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: State Retirement Agency

TORFP Title: MPAS-1 Project Support Serviuces

TO Manager: Will Morrow, 410-625-5520

To:

The following deliverable, as required by TO Agreement #G20P6200115, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.3.1 OF THE TORFP.

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200____, by and between the State of Maryland ("the State"), acting by and through its State Retirement Agency (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for MPAS Project Support Services TORFP No. G20P6200115 dated August 4, 2006, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding _____ (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary

damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

State Retirement Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP

ATTACHMENT 12 – NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to lmartin@sra.state.md.us. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	MPAS Project Support Services
TORFP Project Number:	ADPICS Purchase Order Number (G20P6200115 #)

If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- () Other commitments preclude our participation at this time.
 - () The subject of the TORFP is not something we ordinarily provide.
 - () We are inexperienced in the services required.
 - () Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - () The scope of work is beyond our present capacity.
 - () Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
 - () We cannot be competitive. (Explain in REMARKS section.)
 - () Time allotted for completion of a Task Order Proposal is insufficient.
 - () Start-up time is insufficient.
 - () Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
 - () TORFP requirements (other than specifications) are unreasonable or too risky.
(Explain in REMARKS section.)
 - () MBE requirements. (Explain in REMARKS section.)
 - () Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - () Payment schedule too slow.
 - () Other:_____.
2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor

Name:_____Date:_____

Contact Person:_____ Phone ____ - ____ - ____ Email_____

EXHIBIT A

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN
ACCESS TO THE CONFIDENTIAL INFORMATION**

Printed Name and Address
of Employee or Agent

Signature

Date
